

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

**In Re: Bard IVC Filter Products
Liability Litigation**

§ No. MDL 15-2641 PHX DGC

**SALIFOU PESSOUORE,
Plaintiff,**

§ No. CV18-00147PHX DGC

v.

**C.R. BARD, INC. et al.,
Defendants.**

§

**MOTION TO SEAL
COUNSEL'S JOINT MEMORANDUM REGARDING SALIFOU PESSOUORE**

Pursuant to Local Rule 5.6, the undersigned counsel of Ferrer, Poirot & Wansborough, Freese & Goss, PLLC, and Matthews & Associates (collectively, "Counsel"), respectfully move this Court to maintain under seal their Joint Memorandum to the Court Regarding Salifou Pessouore. In support of this motion, Counsel would respectfully show the Court as follows:

1. On June 15, 2020, this Court ordered Counsel to file a Joint Memorandum to the Court regarding Mr. Salifou Pessouore. [Dkt. 21522]. Counsel seeks to file their Joint Memorandum under seal because the memorandum discusses protected attorney-client communications between Mr. Pessouore and as well as confidential settlement terms. Specifically, the Joint Memorandum references communications between Mr. Pessouore and Counsel regarding the settlement of his IVC Filter claim where legal advice was sought and given. The memorandum also discusses certain terms of that confidential settlement agreement as well as certain provisions of Mr. Pessouore's Attorney Retainer Contract with Counsel.

2. Good cause exists for granting Counsel's motion to seal. Under federal common law, the attorney-client privilege protects confidential communications between attorneys and clients, which are made for the purpose of legal advice. *Jett v. County of Maricopa*, 2019 WL 6310252 at *1 (D. Ariz. 2019) (citing *United States v. Richey*, 632 F.3d 559, 566 (9th Cir. 2011)). Similarly, courts often protect confidential settlement agreements from public disclosure. See *Phillips ex rel. Estates of Byrd v. General Motors Corp.*, 307 F.3d 1206, 1212 (9th Cir. 2002) (“Most significantly, courts have granted protective orders to protect confidential settlement agreements.”)(citation omitted); *Kalinauskas v. Wong*, 151 F.R.D. 363, 365 (D. Nev. 1993)(“The secrecy of a settlement agreement and the contractual rights of the parties thereunder deserve court protection.”)(citation omitted); *Prosurance Grp., Inc. v. Liberty Mut. Grp., Inc.*, No. 10-CV02600-LHK, 2011 WL 704456, at *1 (N.D. Cal. Feb. 18, 2011) (granting leave to file confidential settlement agreement and related document discussing its terms under seal “on the grounds that it is necessary to preserve the confidentiality of the settlement agreement agreed to by the parties.”).
3. Because the Joint Memorandum references confidential settlement terms and protected attorney-client communications, good cause exist to grant Counsel’s request to seal the Joint Memorandum.

For the foregoing reasons, Counsel respectfully request that their Joint Memorandum Regarding Salifou Pessouore remain sealed.

Respectfully submitted,

FERRER, POIROT, & WANSBROUGH

/s/John Kirtley, III

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CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of June, 2020, a copy of the foregoing pleading was filed electronically via the Court's electronic filing system. Those attorneys who are registered with the Court's electronic filing system may access this filing through the Court's system and notice of this filing will be sent to these parties by operation of the Court's electronic filing system.

*/s/*David P. Matthews
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